

Carrington Foreclosure Services, LLC,  
P.O. Box 3309  
Anaheim, California 92803  
For Sale Information: (888) 313-1969  
For Reinstatement Requests: 1-866-874-5860  
Pay Off Requests: 1-800-561-4567  
TS#: 21-25763

FILED FOR RECORD  
DATE 11-04-2021  
AT 2:20 O'CLOCK P M  
KAREN MCQUEEN  
BRAZOS COUNTY CLERK  
By mgarcia

## NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on 6/26/2014, Jose Martinez Diaz, Joined herein pro forma by his wife, Veronica Martinez, as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of Allan B. Polunsky, as Trustee, Mortgage Electronic Registration Systems, Inc., solely as beneficiary, as nominee for First Choice Loan Services, Inc., a Corporation, as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of \$116,844.00, payable to the order of Mortgage Electronic Registration Systems, Inc., solely as beneficiary, as nominee for First Choice Loan Services, Inc., a Corporation, which Deed of Trust is Recorded on 6/30/2014 as Volume 01199169, Book 121111, Page 24, in Brazos County, Texas, Deed of Trust covers all of the real property, personal property, and fixtures described therein, including, but not limited to, all the following described property, rights and interests (the "Property"), to-wit;

**Lot Eight (8), Block Three (3), Park Forest Addition Phase Three, City of Bryan, according to the Plat thereof Recorded in Volume 443, Page 757, Deed Records, Brazos County, Texas.**

Commonly known as: **3319 BIG BEND DR, BRYAN, TX 77803**

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **Pete Florez, Zachary Florez, Sheryl LaMont, Harriett Fletcher, Robert LaMont, Allan Johnston, Sharon St. Pierre, Orlando Rosas or Bobby Brown** or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust: and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and Carrington Mortgage Services, LLC whose address is 1600 Douglass Road, Suite 200 A, Anaheim, CA 92806 is acting as the mortgage servicer for **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF JUNIPER MORTGAGE LOAN TRUST A**, which is the mortgagee of the Note and Deed of Trust or mortgage and the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust. Carrington Mortgage Services, LLC is authorized to represent the mortgagee by virtue of a written servicing agreement with the mortgagee. Pursuant to that agreement and Texas Property Code Section 51.0025, Carrington Mortgage Services, LLC is authorized to administer the foreclosure referenced herein.

**NOW, THEREFORE, NOTICE IS HEREBY GIVEN**, that on **1/4/2022 at 11:00 AM**, or no later than three (3) hours after such time, in **Brazos County, Texas**, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a deed of trust or other contract lien as follows: **THE ATRIUM ON THE FIRST FLOOR OF THE COUNTY ADMINISTRATION BUILDING (200 SOUTH TEXAS AVENUE, BRYAN, TEXAS) OR AS DESIGNATED BY THE COUNTY COMMISSIONERS**

**NOTICE IS FURTHER GIVEN** that, except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.



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If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

**ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

WITNESS, my hand this 11/2/2021

WITNESS, my hand this 11/4/2021



By: Hung Pham, Trustee Sale Specialist  
Carrington Foreclosure Services, LLC as  
authorized agent for Mortgagee or Mortgage  
Servicer  
1500 South Douglass Road, Suite 150  
Anaheim, CA 92806



By: Substitute Trustee(s)  
Pete Florez, Zachary Florez, Sheryl LaMont,  
Harriett Fletcher, Robert LaMont,  
Allan Johnston, Sharon St. Pierre, Orlando Rosas  
or Bobby Brown

C/O Carrington Foreclosure Services, LLC  
1500 South Douglass Road, Suite 150  
Anaheim, CA 92806

***THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***

20-046730

Notice of Substitute Trustee's Sale

Notice Concerning Military Duty: Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately. Tex. Prop. Code § 51.002(i)

FILED  
KAREN McQUEEN, COUNTY CLERK  
BRYAN, TEXAS  
DEPUTY

Deed of Trust Date: April 22, 2005	Original Mortgagor/Grantor: ROBERT T HENDRICKS AND BRANDY R HENDRICKS
Original Beneficiary / Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICA'S WHOLESALE LENDER., ITS SUCCESSORS AND ASSIGNS	Current Beneficiary / Mortgagee: NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING
Recorded in: Volume: 6640 Page: 121 Instrument No: 00889353	Property County: BRAZOS
Mortgage Servicer: NEWREZ LLC F/K/A NEW PENN FINANCIAL LLC D/B/A SHELLPOINT MORTGAGE SERVICING	Mortgage Servicer's Address: 55 Beattie Place, Suite 110, MS#001, Greenville, SC 29601

\* The mortgage servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Secures: Note in the original principal amount of \$115,000.00, executed by BRANDY R HENDRICKS and ROBERT T HENDRICKS and payable to the order of Lender.

Property Address/Mailing Address: 3708 SIERRA DR, BRYAN, TX 77802

Legal Description of Property to be Sold: LOT SEVEN (7), BLOCK TWELVE (12), WHEELER RIDGE, PHASE FIVE, CITY OF BRYAN, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 590, PAGE 259 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS..

Date of Sale: January 04, 2022	Earliest time Sale will begin: 11:00 AM
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Place of sale of Property: Brazos County Administration Building, 200 South Texas Avenue, Bryan, TX 77803 OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

Appointment of Substitute Trustee: Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, the same is now wholly due. Because of that default, NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING, the owner and holder of the Note, has requested Amy Bowman, Reid Ruple, Kathleen Adkins, Evan Press, Cary Corenblum, Joshua Sanders, Aarti Patel, Mariel Marroquin, Kristopher Holub, Julian Perrine, Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown whose address is 1 Mauchly Irvine, CA 92618 or Pete Florez, Zachary Florez, Orlando Rosas or Bobby Brown whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, to sell the property. The Trustee(s) has/have been appointed Substitute Trustee in the place of the original trustee, in the manner authorized by the deed of trust.



**Terms of Sale:** The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that *NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING* bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Amy Bowman, Reid Ruple, Kathleen Adkins, Evan Press, Cary Corenblum, Joshua Sanders, Aarti Patel, Mariel Marroquin, Kristopher Holub, Julian Perrine, Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown whose address is 1 Mauchly Irvine, CA 92618 or Pete Florez, Zachary Florez, Orlando Rosas or Bobby Brown whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Amy Bowman, Reid Ruple, Kathleen Adkins, Evan Press, Cary Corenblum, Joshua Sanders, Aarti Patel, Mariel Marroquin, Kristopher Holub, Julian Perrine, Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown whose address is 1 Mauchly Irvine, CA 92618 or Pete Florez, Zachary Florez, Orlando Rosas or Bobby Brown whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, Trustee.

**Limitation of Damages:** If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the funds paid. The purchaser shall have no further recourse against Mortgagor, the Mortgagee, or the Mortgagee's attorney.



\_\_\_\_\_  
SUBSTITUTE TRUSTEE

Amy Bowman, Reid Ruple, Kathleen Adkins, Evan Press,  
Cary Corenblum, Joshua Sanders, Aarti Patel, Mariel  
Marroquin, Kristopher Holub, Julian Perrine, Pete Florez,  
Zachary Florez, Orlando Rosas, Bobby Brown OR Pete  
Florez, Zachary Florez, Orlando Rosas or Bobby Brown,  
Trustee

c/o Robertson, Anschutz, Schneid, Crane & Partners, PLLC,  
10700 Abbott's Bridge Road, Suite 170, Duluth, Georgia  
30097; PH: (470)321-7112



AND WHEREAS, Prosperity Bank is holder and owner of the Indebtedness evidenced by the Note and the Other Indebtedness, and liens securing same, and any and all renewals, extensions, modifications, forbearances of same, and is entitled to receive all amounts due thereunder, as successor in interest of First Victoria National Bank;

WHEREAS, the undersigned has been appointed Substitute Trustee in place of said Original Trustee, upon the contingency and in the manner authorized by said Deed of Trust; and

WHEREAS, default has occurred in the payment of the Indebtedness evidenced by the above-referenced Real Estate Lien Note and the same is now wholly due, and the owner and holder of said Indebtedness has requested the undersigned to sell said property to satisfy said Indebtedness;

NOW, THEREFORE, Notice is hereby given that on Tuesday, the 4th day of January, 2022, between ten o'clock a.m. and four o'clock p.m. (10 a.m. to 4 p.m.), I will sell to the highest bidder at public auction the Property ("Property") described below, on the 1<sup>st</sup> Floor of the Brazos County Administration Building, 200 S. Texas Ave., Bryan, Brazos County, Texas 77803, or at such other place as has been designated by the Commissioner's Court of Brazos County, Texas for the conducting of foreclosure sales, pursuant to Section 51.002 of the Texas Property Code, as the place where foreclosure sales are to take place. The Substitute Trustee's sale will be begin no earlier than 1:00 p.m. and must be concluded within three hours of such starting time. Said sale shall be to the highest bidder for cash.

The property to be sold, located in Brazos County, State of Texas, (hereinafter collectively referred to as the "Property") situated in Brazos County, Texas (including any improvements), is described as follows:

A. Land. The Real Estate and all interest therein described as:

Being a 2.17 acre tract or parcel of land lying and being situated in the John H. Jones Survey, Abstract No. 26, Brazos County, Texas and being all of Lot Two (2) and all the remainder of Lot Three (3), Block Three (3), BRUSHY PARK SUBDIVISION, which lies to the northwest of the existing northwest right of way line of Farm and Market Road No. 60, according to plat recorded in Volume 517, Page 703, Deed Records of Brazos County, Texas, and said Lots 2 and 3, Block 3 are described in the Deed from Edward J. Moore et al – Trustees to Shane L. Williams Living Trust recorded in Volume 3718, Page 147, Official Records of Brazos County, Texas and said 2.17 acre tracts being more particularly described in Exhibit "A" attached hereto and made a part hereof.

B. Improvements: Any and all buildings, structures, open parking areas and other improvements, and any and all accessions, additions, replacements, substitutions, or alterations thereof or appurtenances thereto, nor at any time hereafter situated, placed or constructed upon the Land or any part thereof; and

C. Appurtenances: All rights, privileges, tenements, hereditaments, rights-of-way,

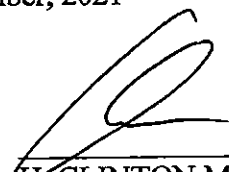
easements, rights of ingress and egress, appendages and appurtenances, in anywise appertaining, and all right, title and interest of Grantors to the Land in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part therein; and

- D. Fixtures: All materials, supplies, equipment, apparatus, and other items now or hereafter attached to, installed on or in the Land or the improvements, or which in some fashion are deemed to be fixtures to the Land or improvements under the laws of the State of Texas, including the Texas Business and Commerce Code, other than those owned by tenants under any lease. The term "Fixture" shall include, without limitations, all items of personal property to the extent that the same may be deemed Fixtures under applicable law; and
- E. Leases: Any and all leases, subleases, licenses, concessions, or other agreements and all rents and profits therefrom (written or verbal, nor hereafter in effect) which grant a possessory interest in and to, or the right to extract, mine, oil, gas or other minerals, or reside in, sell or use the Land and Improvements;
- F. Minerals and Water: All oil, gas and other minerals, water, water rights and water stock now owned by Grantors or hereafter acquired in, on, under or that may be produced from the Land as well as all rents, delayed rentals, bonuses, royalties, rights and profits derived, owing, received and/or relating thereto;

together with all improvements thereon and all other property described in and conveyed by the Deed of Trust (collectively, the "Property") to secure the payment of the Note.

**Notice Pursuant To Texas Property Code Sec. 51.002(i): ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE, OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

WITNESS MY HAND this 3<sup>rd</sup> day of December, 2021

  
\_\_\_\_\_  
H. CLINTON MILNER  
Substitute Trustee  
P.O. Box 801031  
Dallas, TX 75380  
TEL. (214) 342-0700  
FAX (214) 463-5339

# EXHIBIT "A"

## LEGAL DESCRIPTION OF THE LAND:

Being a 2.17 acre tract or parcel of land lying and being situated in the John H. Jones Survey, Abstract No. 28, Brazos County, Texas and being all of Lot Two (2) and all of the remainder of Lot Three (3), Block Three (3), BRUSHY PARK SUBDIVISION, which lies to the northwest of the existing northwest right of way line of Farm to Market Road No. 60, according to the plat recorded in Volume 517, page 703, Deed Records of Brazos County, Texas, and said Lots 2 and 3, Block 3 are described in the Deed from Edward J. Moore et al - Trustees to Shane L. Williams Living Trust recorded in Volume 371B, page 147, Official Records of Brazos County, Texas, and said 2.17 acre tract being more particularly described as follows:

BEGINNING at the 1/2" Iron rod found marking the west corner of the beforementioned Lot 2, Block 3 - Brushy Park Subdivision in the northeast line of Stewart's Meadow (60' wide right of way);

THENCE N 45° 10' 34" E along the northwest line of the beforementioned Lot 2 for a distance of 265.04 feet to a 1/2" Iron rod found marking the north corner of Lot 2;

THENCE S 44° 54' 26" E along the northeast line of the beforementioned Lot 2, same being the southwest line of Lot 4, Block 3 - Brushy Park Subdivision for a distance of 352.98 feet to a 1/2" iron rod set in the present northwest right of way line of Farm to Market Road No. 60 (now known as Raymond Stotzer Parkway), from which the original, platted east corner of Lot 3 bears S 44° 54' 26" E - 11.63 feet;

THENCE S 43° 25' 29" W along the existing northwest right of way line of F.M. No. 60 - Raymond Stotzer Parkway, for a distance of 254.55 feet to a 1/2" iron rod set in the transition curve from F.M. No. 60 to Stewart's Meadow, said curve being concave to the north, having a radius of 25.00 feet, from which a 1/2" iron rod found bears S 75° 02' 20" E - 2.01 feet;

THENCE along the northeast right of way line of Stewart's Meadow, as follows:

Westerly along said transition curve for an arc length of 24.56 feet to a 1/2" iron rod set at the end of this curve, the chord bears N 72° 58' 13" W - 23.59 feet;

N 44° 49' 26" W at a distance of 174.80 feet, pass a 1/2" iron rod found marking the common corner of Lots 2 and 3, continue on for a total distance of 339.98 feet to the PLACE OF BEGINNING, containing 2.17 acres of land, more or less.



**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

KAREN JOHNSON, COUNTY CLERK  
BRAZOS COUNTY, BRAZOS TEXAS  
BY: [Signature]

2021 DEC 13 AM 10:17

FILED

STATE OF TEXAS           §  
  §  
  §  
COUNTY OF BRAZOS       §

WHEREAS, by that certain Deed of Trust / Security Agreement – Financing Statement dated January 17, 2008, recorded at Volume 8413, Page 103, Official Public Records of Brazos County, Texas (hereinafter referred to as the “Deed of Trust”), Ricky J. Palasota, Elaine Palasota, and Ricky J. Palasota, Jr. (hereinafter referred to as “Grantors”), conveyed to Timothy C. Jones, as Trustee, the real property therein described located in Brazos County, Texas, together with all improvements thereon and all other property described in and conveyed by the Deed of Trust (collectively, the “Property”) to secure the payment of that one certain Real Estate Lien Note dated January 17, 2008 in the original principal amount of \$159,800.00, executed by Ricky J. Palasota, Elaine Palasota and Ricky J. Palasota, Jr., and payable to First Victoria National Bank (hereinafter referred to as the “Note”);

AND WHEREAS, the liens evidenced by the Deed of Trust also secure all other indebtedness advanced to Borrowers, including amounts due under: (a) that certain Real Estate Lien Note dated July 3, 2006, executed by Ricky J. Palasota in the original principal amount of \$659,685.00 and payable to First Victoria National Bank; (b) that certain Promissory Note dated January 31, 2011, executed by Ricky J. Palasota and Ricky J. Palasota, Jr., as general partners of Brazos Valley Services, a general partnership, in the original principal amount of \$600,000.00, and payable to First Victoria National Bank; (c) that certain Real Estate Lien Note dated December 14, 2007, executed and Ricky J. Palasota, Elaine Palasota, and Ricky J. Palasota, Jr., in the principal amount of \$327,250.00 and payable to First Victoria National Bank, and (d) that certain Promissory Note dated January 31, 2011, executed by Ricky J. Palasota and Ricky J. Palasota, Jr., as general partners of Brazos Valley Services, a general partnership, in the original principal amount of \$610,000.00, and payable to First Victoria National Bank (collectively referred to as the “Other Indebtedness”);

AND WHEREAS, the Note, the Other Indebtedness, and liens evidenced by the Deed of Trust were modified and/or extended by that certain Amended Joint Plan of Reorganization in Bankruptcy Case No. 14-60931-rbk-11 styled *In re: Ricky Joe Palasota*, in the United States Bankruptcy Court, Western District of Texas, Waco Division (the “Palasota Bankruptcy Case”), and the automatic stay in said Palasota Bankruptcy Case was terminated as confirmed by Amended Order Confirming Termination of Automatic Stay Under §362(c), signed June 17, 2019. The Note, the Other Indebtedness, and liens evidenced by the Deed of Trust were also modified and/or extended by that certain Amended Joint Plan of Reorganization in Bankruptcy Case No. 14-60932-rbk-11 styled *In re: BVS Construction, Inc.*, and in Bankruptcy Case No. 19-60004-rbk-11 styled *In re: BVS Construction, Inc.*, in the United State Bankruptcy Court, Western District of Texas, Waco Division (the “BVS Bankruptcy Cases”). The automatic stay in the BVS Bankruptcy Cases was terminated under the terms of a Chapter 11 Plan, as confirmed by that certain Notice of Termination of Stay filed April 17, 2021, in Case No. 19-60004-rbk-11. Furthermore, Bankruptcy Case No. 21-32344 styled *In re: Ricky Joe Palasota*, in the United States Bankruptcy Court, Southern District of Texas (transferred from Bankruptcy Case No. 21-60248 in the United States Bankruptcy Court, Western District of Texas), was dismissed by Order Dismissing Case signed August 24, 2021;

AND WHEREAS, Prosperity Bank is holder and owner of the Indebtedness evidenced by the Note and the Other Indebtedness, and liens securing same, and any and all renewals, extensions, modifications, forbearances of same, and is entitled to receive all amounts due thereunder, as successor in interest of First Victoria National Bank;

AND WHEREAS, the undersigned has been appointed Substitute Trustee in place of said Original Trustee, upon the contingency and in the manner authorized by said Deed of Trust; and

WHEREAS, default has occurred in the payment of the Indebtedness evidenced by the above-referenced Note and Other Indebtedness and the same is now wholly due, and the owner and holder of said Indebtedness has requested the undersigned to sell said property to satisfy said Indebtedness;

NOW, THEREFORE, Notice is hereby given that on Tuesday, the 4<sup>th</sup> day of January, 2022, between ten o'clock a.m. and four o'clock p.m. (10 a.m. to 4 p.m.), I will sell to the highest bidder at public auction the Property ("Property") described below, on the 1<sup>st</sup> Floor of the Brazos County Administration Building, 200 S. Texas Ave., Bryan, Brazos County, Texas 77803, or at such other place as has been designated by the Commissioner's Court of Brazos County, Texas for the conducting of foreclosure sales, pursuant to Section 51.002 of the Texas Property Code, as the place where foreclosure sales are to take place. The Substitute Trustee's sale will be begin no earlier than 1:00 p.m. and must be concluded within three hours of such starting time. Said sale shall be to the highest bidder for cash.

The property to be sold, located in Brazos County, State of Texas, (hereinafter collectively referred to as the "Property") situated in Brazos County, Texas (including any improvements), is described as follows, to wit:

A. Land. The Real Estate and all interest therein described as:

Being those certain lots, tracts or parcels of land lying and being situated in Brazos County, Texas and being Lots Three (3) and Four (4), Block One (1), STEWART'S MEADOW, PHASE 1, a subdivision in Brazos County, Texas, according to the plat recorded at Volume 501, Page 569, Deed Records of Brazos County, Texas.

B. Improvements: Any and all buildings, structures, open parking areas and other improvements, and any and all accessions, additions, replacements, substitutions, or alterations thereof or appurtenances thereto, nor at any time hereafter situated, placed or constructed upon the Land or any part thereof; and

C. Appurtenances: All rights, privileges, tenements, hereditaments, rights-of-way, easements, rights of ingress and egress, appendages and appurtenances, in anywise appertaining, and all right, title and interest of Grantors to the Land in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part therein; and

D. Fixtures: All materials, supplies, equipment, apparatus, and other items now or hereafter attached to, installed on or in the Land or the improvements, or which in


some fashion are deemed to be fixtures to the Land or improvements under the laws of the State of Texas, including the Texas Business and Commerce Code, other than those owned by tenants under any lease. The term "Fixture" shall include, without limitations, all items of personal property to the extent that the same may be deemed Fixtures under applicable law; and

- E. Leases: Any and all leases, subleases, licenses, concessions, or other agreements and all rents and profits therefrom (written or verbal, nor hereafter in effect) which grant a possessory interest in and to, or the right to extract, mine, oil, gas or other minerals, or reside in, sell or use the Land and Improvements;
- F. Minerals and Water: All oil, gas and other minerals, water, water rights and water stock now owned by Grantors or hereafter acquired in, on, under or that may be produced from the Land as well as all rents, delayed rentals, bonuses, royalties, rights and profits derived, owing, received and/or relating thereto;

together with all improvements thereon and all other property described in and conveyed by the Deed of Trust (collectively, the "Property") to secure the payment of the Note and other Indebtedness secured thereby.

**Notice Pursuant To Texas Property Code Sec. 51.002(i): ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE, OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Signed this   7<sup>th</sup>   day of December, 2021.

  
\_\_\_\_\_  
H. Clinton Milner, Substitute Trustee  
P.O. Box 801031  
Dallas, TX 75380  
TEL (214) 342-0700  
FAX (214) 463-5339